

[REDACTED]

Hopi Tribe's Land Assignment Proposal To The Navajo  
Tribe And All Individuals Subject To Relocation From  
the Hopi Reservation

Introduction

The Hopi Tribe offers land assignments as described in this proposal to a maximum of 125 Navajo heads of household currently living on the Hopi Reservation and who are subject to relocation in accordance with the Navajo-Hopi Settlement Act of 1974 (1974 Act), as amended. This offer is made on humanitarian terms and to begin a new chapter in relations between the Hopi Tribe, and members of the Hopi Tribe, with individual Navajos who desire to live on the Hopi Reservation.

1. To Whom Offer Is Extended. The Hopi Tribe makes this offer to (1) the 125 Navajo persons who are the heads of households currently living on the Hopi Reservation and who are subject to relocation in accordance with the 1974 Act; and (2) the Navajo Nation through its President.

2. Who May Accept Offer. Only (1) the individual Navajo heads of households described in paragraph 1 of this proposal, and (2) the Navajo Nation may accept this offer. No individual head of household's acceptance of this offer shall be valid unless that person's acceptance is both unconditional and timely, and the Navajo Nation both unconditionally and timely accepts this offer.

3. Form Of Acceptance. Each individual accepting this offer shall execute the form of acceptance for individuals attached to this proposal as Form A without reservations, qualifications or conditions of any form or kind. The Navajo Nation's acceptance of this offer shall be executed on Form B and shall be accompanied by a Resolution of the Navajo Tribal Council authorizing the President of the Navajo Nation to execute Form B without reservations, conditions or qualifications of any form or kind. The Hopi Tribe reserves the right to reject any acceptance which in its opinion is conditional or qualified.

4. Land Assignment Options A and B. All individual Navajos accepting this offer and the Navajo Nation must unanimously choose either Land Assignment Option A or Land Assignment Option B not later than the date this offer terminates.

(a) Land Assignment Option A. Each individual Navajo (assignee) who accepts the offer shall be granted, at that assignee's choice or failing choice by the assignee then choice by the Hopi Tribe, either (i) a nonrenewable twenty (20) year term land assignment, transferable upon the death of the original assignee to the assignee's surviving spouse, or if no surviving spouse, then to surviving children of the assignee who have lived continuously with the assignee since December 22, 1977, if any; or (ii) a land assignment for so long as the assignee shall live or so long as the assignee's surviving spouse shall live, whichever is longer, provided that the surviving spouse may not succeed unless he or she was legally and continuously married to the assignee since December 22, 1974. Each land assignment shall be three (3) acres in compact size in the form of a circle around the assignee's current lawful homesite. No grazing or farming shall be permitted outside the land assignment. Inside the land assignment, farming shall be permitted. Inside the land assignment, the assignee may keep three sheep and three lambs, which shall be provided water and feed sufficient for their nutrition either by the assignee or the Navajo Nation without grazing the land assignment. Inside the land assignment, the assignee may construct, repair, and reconstruct residential, far and similar outbuildings as reasonably needed by immediate family members of the assignee. Commercial, industrial or other structures than those needed by the assignee and assignee's family for residence and farming shall not be constructed on the land assignment without the written consent of the Hopi Tribe.

(b) Land Assignment Option B. In the event that the individual Navajos accepting this offer and the Navajo Nation choose Land Assignment Option B, each individual Navajo (assignee) who accepts the offer shall be granted, at the assignee's choice, or failing choice by the assignee then choice by the Hopi Tribe, either (i) a nonrenewable twenty (20) year land assignment, transferable during the twenty (20) year term on the death of the assignee to the assignee's surviving spouse, or if no surviving spouse or if the surviving spouse also shall die during the twenty (20) year term, then to the surviving children of the assignee who have lived continuously with the assignee since December 22, 1974, if any; or (ii) a land assignment for so long as the assignee shall live, or so long as the assignee's surviving spouse shall live,

whichever is longer, provided that the surviving spouse shall not succeed unless he or she was legally and continuously married to the assignee since December 22, 1974. Each land assignment shall be 175 acres in compact size in the form of a circle around the assignee's current lawful homesite. No grazing or farming shall be permitted outside the land assignment. Farming shall be permitted inside the land assignment. Inside the land assignment, the assignee may keep 25 sheep. If the water and grazing resources of the assignment are insufficient to meet the nutrition needs of the sheep, the sheep shall be provided water and feed either by the Navajo Nation or the individual assignee from sources outside the Hopi Reservation. Assignees may substitute equivalent units of goats, horses and cows for sheep so long as the total animal units do not exceed the equivalent of 25 sheep units. Inside the land assignment, the assignee may construct, repair and reconstruct residential, farm, livestock control and shelter, and similar outbuildings as reasonably are needed for the immediate family members of the assignee. Commercial, industrial or other structures than those needed by the assignee and the assignee's immediate family for residence, farming, and livestock purposes shall not be constructed on the land assignment without the written consent of the Hopi Tribe.

(c) Each individual Navajo to whom this offer is made who accepts this offer shall, before the time for acceptance terminates, sign and accept a land assignment from the Hopi Tribe either Land Assignment Option A Forms C-1 and C-2 or Land Assignment Option B Forms D-1 and D-2 attached to this proposal are under Option A. Land Assignment Option A Form C-1 provides for a twenty (20) year term land assignment; Form C-2 provides a term measured by the life of the assignee. Forms D-1 and D-2 attached to this proposal are under Option B. Form D-1 provides for a twenty (20) year term land assignment; Form D-2 provides a term measured by the life of the assignee. All individuals and the Navajo Nation must indicate the same choice between Options A and B. Failure by any person to whom this offer is made to sign and accept a land assignment in one of the forms offered by the time this offer terminates shall be treated as a rejection of this offer by that person.



5. Costs of Constructing, Maintaining and Removing Fences. Together with its acceptance of the land assignment proposal, the Navajo Nation shall deposit \$300,000 in an account identified by the Hopi Tribe to be used to construct and maintain fences around the land assignments. As soon as practicable after funds are deposited by the Navajo Nation, the Hopi Tribal shall commence fencing of the land assignments. From time to time, upon then (10) days written notice from the Hopi Tribe, the Navajo Nation shall deposit additional amounts in the account identified by the Hopi Tribe to pay anticipated costs in any succeeding six month period of constructing, repairing, reconstructing, removing or performing other work relating to maintain fences around the assignments.

6. Jurisdiction. Individual assignees, all persons occupying land assignments, and all visitors to land assignments granted by the Hopi Tribe, and their successors and assigns irrevocably and unconditionally consent to the civil and criminal jurisdiction of the Hopi Tribe to the full extent that the Hopi Tribe, and Hopi Tribal Courts, may exercise civil and criminal jurisdiction under applicable Hopi and federal law. The Navajo Nation shall not provide financial, legal or other assistance, direct or indirect, to any assignee or other person challenging the jurisdiction of the Hopi Tribe due to that person's status as a Navajo Indian.

7. Compliance With Hopi And Federal Law. Individuals accepting land assignments agree individually and on behalf of all persons residing on, occupying or visiting land assignments to comply with all civil and criminal laws of the Hopi Tribe and of the United States throughout the Hopi Reservation.

8. Prompt Relocation Of Persons Rejecting Offer of Land Assignment. Any person refusing to accept the land assignment offered in this proposal shall be relocated away from the Hopi Reservation within nine (9) months after the termination date of this offer. The Navajo Nation shall provide temporary residences on the main Navajo Reservation beginning nine (9) months after the termination date of this offer, if necessary, until permanent replacement housing is available for occupancy by any person rejecting land assignments under this offer. The

Navajo Nation shall not provide financial, legal, political, or other assistance, direct or indirect, to assist any person in resisting relocation from the Hopi Reservation who does not unconditionally and timely accept a land assignment offered under this proposal.

9. Land Assignments Instead Of Relocation Benefits. Individuals accepting land assignments, or their survivors, successors, and assigns, shall not be eligible for relocation benefits at the time when land assignments terminate. The land assignments are offered on the express condition that the individuals accepting land assignments, and the Navajo Nation, waive in writing any other right or claim of right to benefits for relocation from the Hopi Reservation.

While the Hopi Tribe is willing to accommodate humanitarian concerns of the Navajos seeking to remain on the Hopi Reservation, the Hopi Tribe must be assured by both individual Navajos and the Navajo Nation that acceptance of the land assignments will put disputes over relocation behind all of us forever. Therefore, it must be understood and agreed that land assignments are in place of any and all rights to benefits for relocation.

10. Consideration To The Hopi Tribe. (a) If individual Navajos and the Navajo Nation select Land Assignment Option A, the Navajo Nation shall pay the Hopi Tribe the lump sum of \$850,000 within 60 days of its acceptance of Option A.

(b) If individual Navajos and the Navajo Tribe select Land Assignment Option B, the Navajo Nation shall purchase and transfer to the Hopi Tribe all rights and title to deeded land and associated grazing permit rights on state and federal lands known as the CO Bar Ranch. The transfer shall be by general warranty deed of good and merchantable title, with environmental warranties after performance of an appropriate environmental audit, with title insurance in favor of the Hopi Tribe, and with appurtenant water rights, all in a form acceptable to the Hopi Tribe. If the Navajo Nation cannot with due diligence and in good faith purchase the CO Bar Ranch within nine (9) months of its acceptance of Land Assignment Option B, then and on that date the Navajo Nation shall pay to the Hopi Tribe \$9.5 million, with interest from the date of its acceptance of Land

Assignment Option B at the rate of nine percent (9%) per annum compounded daily, and deliver to the Hopi Tribe a quit claim deed of any present or future rights or interests the Navajo Nation may have or acquire at anytime in the future in the CO Bar Ranch.

11. Termination Of Offer. Only acceptances satisfying the requirements of paragraphs 2 and 3 of this offer received in the Office of the Chairman of the Hopi Tribe before 3:00 p.m. on \_\_\_\_\_, 1992 shall be timely. This offer terminates at 3:00 p.m. on \_\_\_\_\_, 1992. No acceptances shall be received after that time and date. This offer shall terminate at the date and time described in this paragraph without further notice with respect to any acceptances which the Hopi Tribe in its sole discretion determines do not comply with the requirements of paragraphs 2 and 3 of this offer. If this offer is not accepted by the Navajo Nation and individual Navajos to whom it is offered in a manner satisfactory to the Hopi Tribe by 3:00 p.m. on \_\_\_\_\_, 1992, the Hopi Tribe will promptly advise the Ninth Circuit Court of Appeals that the mediation has terminated without an agreed settlement and that the Court of Appeals should proceed to decide those cases pending before the Court.